

9792/2022

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
 5-35 P.M.

2/2189294/22

Additional Registrar of Assurance-II
 Kolkata

Certified that the Document is admitted to
 Registration and Signature of the
 endorsement made in this document
 are the part of this Document
 Additional Registrar
 of Assurance II Kolkata

30 JUL 2022

JOINT VENTURE AGREEMENT

THIS AGREEMENT made this 28th day July Two Thousand
 and Twenty Two (2 0 2 2) BETWEEN M/S. EXCELLO PROPERTIES PRIVATE
 LIMITED (PAN AABCE3173A), a company within meaning of the Companies
 Act, 2013 having its registered office at 46, B. B. Ganguly Street, 1st floor,
 Police Station Bowbazar, Post Office Bowbazar, Kolkata-700012 represented
 by its Director Mr. Shashi Kant Khetan (having PAN AILPK6814B, Adhaar No.

[Signature]

Viet Case No. 14/22-28/7
 J (1) ... 250
 J (2) ... 100
 Total
 Realised on 30/9/22

[Signature]

112767

S.L. No..... Sold To..... 19 JUL 2022

Rs..... Addrs.....

G.C. SAHA
(Govt.) LICENSED STAMP VENDOR
11A, Mirza Ghalib Street, Kol-87

Y.A. Salim (ADV)
High Court, Cal.

Issue Date..... Sign.....

19 JUL 2022



Ansakya



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
28 JUL 2022

Identified by me

Saharsh Khatan

SAHARSH KHAITAN

Son of Shashi Kant Khetan

8 Mott Lane, 3rd floor, Kol-13

Business





Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - II KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19022002189294/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Shashi Kant Khetan 46, B. B Ganguly Street, City:- Kolkata, P.O:- Bowbazar, P.S:- Bowbazar, District:- Kolkata, West Bengal, India, PIN:- 700012	Represent ative of Land Lord [EXCELL O PROPER TIES PRIVATE LIMITED]		3662 	 28/7/22
2	Mrs Hansa Rungta 8, Mott Lane, City:- Kolkata, P.O:- Taltala, P.S:-New Market, District:-Kolkata, West Bengal, India, PIN:- 700013	Represent ative of Developer [KLK REALTY OPC PRIVATE LIMITED]		3661 	 28/7/22
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr SAHARSH KHAITAN Son of SHASHI KANT KHETAN 38,S N ROY ROAD, City:- Not Specified, P.O:- SAHAPUR, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700038	Mr Shashi Kant Khetan, Mrs Hansa Rungta		3663 	 28/7/22

(Satyajit Biswas)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
II KOLKATA
Kolkata, West Bengal



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192022230080479998
GRN Date: 22/07/2022 19:26:54
BRN : 0310132150818
Gateway Ref ID: 222031949552
Payment Status: Successful

Payment Mode: Online Payment (SBI Epay)
Bank/Gateway: SBlePay Payment Gateway
BRN Date: 22/07/2022 19:30:16
Method: HDFC Retail Bank NB
Payment Ref. No: 2002189294/2/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Ms KLK REALTY OPC PVT LTD
Address: 8, MOTT LANE KOLKATA- 700013
Mobile: 7506609227
Period From (dd/mm/yyyy): 22/07/2022
Period To (dd/mm/yyyy): 22/07/2022
Payment ID: 2002189294/2/2022
Dept Ref ID/DRN: 2002189294/2/2022

Payment Details

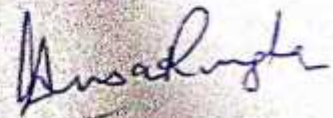
Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002189294/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	2002189294/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	10021
			Total	50042

IN WORDS: FIFTY THOUSAND FORTY TWO ONLY.

342114491496) son of Shri K. L. Khelan, working for gain at 46, B.B. Ganguly Street, 1st floor, Police Station Bowbazar, Post Office Bowbazar, Kolkata-700012 (hereinafter referred to as "the **OWNER/FIRST PARTY**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and/or assigns) of the **ONE PART AND M/S. K L K REALTY (OPC) PRIVATE LIMITED (PAN AAJCK3971E)** (a subsidiary of **AzteK Group**), a Company incorporated under the Companies Act, 1956 having its registered office at 8, Mott Lane, 3rd floor, Police Station New Market, P.O. Taltala, Kolkata - 700013 hereinafter referred to as "**the DEVELOPER**" AND duly represented by its Director Hansa Rungta (having PAN BFNPR0960P, Adhaar No. 717246893747) daughter of Arvind Rungta working for gain at 8, Mott Lane, 3rd floor, Police Station New Market, P.O. Taltala, Kolkata -700013 (hereinafter referred to as "**the DEVELOPER/SECOND PARTY**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs legal representatives administrators executors and/or assigns) of the **OTHER PART**:

PART-I # DEFINITIONS:

1. Unless in this agreement there be something contrary or repugnant to the subject or contest :-
 - (a) "**Building Complex**" shall mean and include the said premises and the New Buildings thereat with the Common Areas and Installations;
 - (b) "**Building Plans**" shall mean the plan for construction of the New Buildings bearing building Plan No. 2022090041 dated 11.07.2022 duly sanctioned by the Kolkata Municipal Corporation and include all sanctionable modifications thereof and/or alterations thereto as may be made by the Developer with the approval of the Architects and/or the concerned authorities. The said Building Plan has already been obtained by the Owner out of its own costs and expenses.

- (c) **"Common Areas and Installations"** shall according to the context mean and include the areas installations and facilities comprised in and for the individual Buildings and the said premises as may be expressed or intended by the Developer from time to time for use in common with rights to the Developer to keep any part or parts of the common areas and installations as being meant for use by (the specified category of Unit Purchasers and such other persons as the Developer may deem fit and proper and for the purpose of illustration includes those mentioned in the THIRD SCHEDULE hereunder written **IT BEING CLARIFIED THAT** the Common Areas and Installations mentioned in Clause 'B' of the THIRD SCHEDULE hereunder written shall be for use in common with the owners and occupiers Of the said Premises and also any other owner or occupier of any Added Areas which the Owner or the Developer may allow or permit at any time;
- (d) **"Tenants/Occupants"** shall mean and include the entire tenants/occupants occupying the respective area and portions in the said Premises and required to be shifted from and relocated to an agreed area & portion, respectively, at the Said Premises/said Property. The tenants/occupants have already individually entered into agreements with the Owner, respectively, and have issued NOC with regard to their temporary shifting and thereafter relocating to their respectively agreed portions in the said premises/said property. The details of the said tenants/occupants and the area occupied by them and aggregate area are more particularly mentioned in the **SECOND SCHEDULE** hereunder written. The revenue/realization of the areas to be allotted to the tenants shall fall under and be adjusted with the owner's share.
- (e) **"Individual Buildings"** shall mean one or more individual buildings to be constructed from time to time at the said premises;
- (f) **"Marketing"** shall mean and include advertisement for selling the saleable units/spaces at the building complex, by any means or modules, contacting, negotiating with the prospective customers, entering into respective agreement for sale, transfers by sale, lease, letting out, grants, exclusive rights, delivery of possession or otherwise, raising the demands for payment upon the respective customers, realizing the sale proceeds or demand raised, arranging the loan from bank or any financial institutions, causing the execution and



registration of agreements for sale or sale deeds, handing over of possession of such salable units, spaces etc. and will continue till formation of association for maintenance, and handing over the Building complex to such association.

- (g) **'Owner's Allocation'** shall mean 55% (fifty five percent) of the Realizations.
- (h) **"Developer's Allocation"** shall mean 45% (forty five percent) of the Realizations.
- (i) **"Agreed Ratio"** shall mean the ratio of sharing or distribution of the sale proceeds / revenue between the Owner and the Developer which shall be 55% belonging to the Owner and 45% belonging to the Developer.
- (j) **"Project"** shall mean the development of the Building Complex and Marketing of the same;
- (k) **"Realization"** shall mean the amounts and/or revenue received against Marketing and selling of the Units, Parking Spaces and other transferable areas from time to time but shall not include any amounts received on account of Extras and Deposits.
- (l) **"Said Premises"** shall mean the property fully described in the FIRST SCHEDULE hereunder written.
- (m) **"Transferable Areas"** shall mean the Units, Parking Spaces and anything comprised in the Building Complex which is commercially exploited including by adding to the chargeable super built-up area or otherwise.
- (n) **"Unit Purchasers"** shall mean the prospective buyers/transferees who from time to time purchase or agree to purchase any Unit in the Building Complex and/or any car parking space/s;
- (o) **"Units"** shall mean the independent and self-contained flats, units, offices, shops, and other constructed spaces in New Building at the said premises capable of being exclusively held or occupied by a person;



PART-II # RECITALS:

2. WHEREAS:

- a) By a Deed of Family Settlement dated 21st March, 1954 and registered as Being No.2390 in the office of the Sub-Registrar at Alipore (hereinafter referred to as the said Deed of Family Settlement) the Settlor therein viz. Jogendra Nath Mukherjee, since deceased, the grant father of the vendors settled the properties, inter alia, premises No.37/1, Balaram Bose Ghat Road, Kolkata-700 025 and premises no.63/1, Harish Chatterjee Street, Kolkata (hereinafter referred to as the Trust Properties) unto the Trustees viz. his son Satya Narain Mukherjee and Smt. Sunity Devi, both since deceased upon trust on the terms and conditions therein mentioned with absolute power of sale partition and other dispositions and also with the power on the trustee to appoint new trustee.
- b) It is inter alia, contended in the said Deed of Family settlement that the trust properties mentioned in the said Deed of Family Settlement would devolve absolutely and equally on the said Satya Narayan Mukhopadhyay or his heirs and on the sons of the said Nara Narayan Mukhopadhyay i.e. the said Anil Kumar Mukhopadhyay and the said Asru Kumar Mukhopadhyay two of the Vendors herein subject however to the other directions contained herein and also motioned hereinafter.
- c) It was, inter alia, provided in the said Deed of Family settlement that on the death of the said Suniti Devi her two sons viz. the said Anil Kumar Mukhopadhyay and Asru Kumar Mukhopadhyay (Erstwhile owners no. 1 and 2) and on the death of the said Satya Narayan Mukhopadhyay, her wife Latika Devi should be appointed as the Trustees in their place and stead.





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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
28 JUL 2022

- d) It was also contained in the said Deed of Family Settlement dated 21st March, 1954 that in the event of any difference of opinion in the management or maintenance of the trust property, the Trustees then in office would be entitled to partition or divide the trust properties – equally in terms of the directions contained herein for better management of the properties when the trust would come to an end though the Trustees would be entitled to superintend and manage the respective properties allotted after partition and to appoint Trustees over their respective shares/allotments.
- e) The said Satya Narayan Mukhopadhyay died on 25th August, 1966 and pursuant to the directions in the said deed his wife was appointed as the Trustees in his place and undivided half share in the said trust properties also absolutely devolved on the said Latika Devi according to the direction in the said Deed of Family settlement.
- f) Due to difference in opinion in the management of the trust properties and also due to increase in the maintenance costs of the trust properties, the said Smt. Suniti Devi and the said Smt. Latika Devi, both since deceased, mutually divided and partitioned the trust properties by virtue of a Deed of Partition dated 27th March, 1974 which was registered as being No. 1939 and recorded in Book No.1 Volume No.51, Pages 173 to 175 for the year 1974 in the office of the Sub-Registrar at Alipore, whereby the said Suniti Devi, since deceased, was inter alia allotted the properties including the demarcated portion of premises No.37/1, Balaram Bose Ghat Road, Kolkata and the demarcated portion of premises No.63/1, Harish Chatterjee Street, Kolkata particularly described in 'Kha' schedule thereunder written and marked as Lot 'A' in the map or plan annexed hereto and thereon coloured or bordered 'Red' and the said Latika Devi, since deceased, was inter alia, allotted the properties including the demarcated portion of premises No.37/1, Balaram Bose Ghat Road, Kolkata and the demarcated portion of premises No.63/1, Harish



Chatterjee Street Kolakta particularly described in 'Gha' Schedule thereunder written and marked as Lot B in the map or plan annexed thereto and thereto bordered coloured 'Yellow'.

- g) After the partition as aforesaid, the said Suniti Devi, since deceased continued to hold her share of the properties in trust as contained in the said Deed of Family Settlement.
- h) By a deed of Appointment of New Trustee dated 27th March, 1987 and registered in Book no.1 Volume No.108 pages 1 to 10 Being No. 4737 for the year 1987 at the office of District Sub-Registrar at Alipore, the said Suniti Devi, since deceased, due to her old age and incapability to maintain the trust property, appointed her two sons viz. Anil Kumar Kukhopadhyay and Asru Kumar Mukhopadhyay (Erstwhile Owners no.1 and 2), as the new trustees in her place and stead relinquishing her office and diverting all her powers and interest as trustee with all the power of disposition management, maintained sale etc. of the trust properties in favour of the said new trustees pursuant to the terms contained in the said Deed of Family Settlement.
- i) The said Latika Devi died on 16th August, 1991 and the said Suniti Devi died on 25th January, 1994/
- j) By another Deed of Appointment of New Trustee dated 7th August, 1989 and registered in Book No.1 Volume No.231, pages 446 to 454, Being No.9186 for the year 1989 at the office of the Registrar of Assurance at Calcutta the said Anil Kumar Mukhopadhyay and Asru Kumar Mukhopadhyay (Erstwhile Owners no.1 and 2) appointed Smt. Rekha Mukhopadhyay (Erstwhile Owner no.3), to act jointly with them with all such powers as are contained in the said Deed of Family settlement.
- k) The said Erstwhile Owners no.1, 2 & 3 namely Anil Kumar Mukhopadhyay, Asru Kumar Mukhopadhyay and Smt. Rekha Mukhopadhyay thus became



seized and possessed of and otherwise well and sufficiently entitled to **All That** the demarcated portion of premises No.63/1, Harish Chatterjee, Calcutta marked as Lot A in the map or plan annexed to the said Deed of Partition dated 27th March, 1974 and more fully and particularly described in the 'Kha' Schedule thereunder written.

- l) The said demarcated portion of premises No.63/1, Harish Chatterjee Street was subsequently re-assessed and now known and numbered as Premises no. 63/1B, Harish Chatterjee Street and is fully and particularly described in the **First Schedule** hereunder written (being the **said premises** and/or the **said property**).
- m) The said premises No.63/1B, Harish Chatterjee Street is under the tenancy/occupancy of several tenants/occupants for more than 40(forty) years by generations paying an average monthly rent/occupancy charge of Rs.21/- according to both English and Bengali calendar moths. The rates and taxes of the Kolkata Municipal Corporation is also not realized from the tenants/occupants. The occupations of the tenants/occupants were not known. The portion of the said premises measuring more or less one cottah at the back/rear side is under occupation of legal heirs of Late Jitendra Nath Das who are not paying any rent. The front portion of the said premises is under alignment of the Kolkata Municipal Corporation admeasuring more or less One Cottah from the Municipal, Harish Chatterjee Street now known as Premendra Mitra Sarani.
- n) The Erstwhile Owners no.1, 2 & 3 namely Anil Kumar Mukhopadhyay, Asru Kumar Mukhopadhyay and Smt. Rekha Mukhpadyay prior to the sale to the Owner hereto had declared that the said premises is free from all encumbrances, liens, lispence, charges, trusts wakf whatsoever but subject to said tenants/occupants and the Erstwhile Owners have marketable title to sell the said premises.




- o) The daughter of Latika Devi, deceased viz. Smt. Dhira Banerjee who had right of preemption over the said premises pursuant to the terms in the said Deed of Partition dated 21st March, 1954 has passed away leaving her surviving three sons and one daughter viz. Samdip Banerjee, Sumit Banerjee Mohan Banerjee and Srabani Chakraborty have waived their right of preemption over the said premises.
- p) That by an Indenture of Conveyance dated 06th September 2006 made between the said Erstwhile Owners namely Anil Kumar Mukhopadhyay, Asru Kumar Mukhopadhyay and Smt. Rekha Mukhopadhyay thereto as the Vendors of the One Part and the Owner hereto thereto as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-I, Kolkata in Book-I, C.D. Volume no. 14, Pages from 9092 to 9117, Being/Deed No.06697 for the year 2012, the Owner hereto for the consideration therein mentioned, purchased and became and still is the full and absolute owner of **ALL THAT** the Said Premises / Said Property and the same is under the khas and peaceful possession of the Owner/First Party hereto in a state free from all encumbrance howsoever and whatsoever (subject to the tenancy/occupancy of the said tenants/occupants).

PART-III # WITNESSETH:

NOW THIS AGREEMENT WITNESSETH AND IT HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

3. DEVELOPMENT AND CONSTRUCTION:

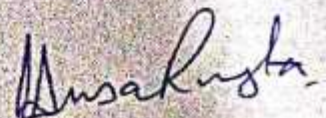
- 3.1. With effect from the date of execution hereof the Owner has appointed the Developer and granted to the Developer the sole and exclusive rights and authority to develop the said premises and construct Building Complex thereon and to market and sell the same for mutual benefits and the Developer shall have the exclusive rights and authority to develop the said premises and construct the Building Complex thereon




and to market and sell the same for mutual benefit as contained herein and for the consideration and on the terms and conditions hereinafter contained.

- 3.2. The Developer is with effect from the date of execution of this Development Agreement be, solely and exclusively entitled to develop the said premises and to look after, supervise, manage and administer the progress and day to day work of construction of the Building Complex.
- 3.3 The Owner doth hereby agree that with effect from the date of this Development Agreement the said premises shall be used only for the purpose of development of the Building Complex thereon by the Developer and its Marketing in terms of the Agreement executed hereunder and henceforth in terms hereof.
- 3.4 In the Building Complex, the Owner is and shall continue to be entitled to Owner's Allocation revenue and the Developer is and shall continue to be entitled to the Developer's Allocation revenue.
- 3.5. With effect from the date of execution hereof, the Developer has agreed to develop the said premises in the manner hereinafter mentioned and continue to provide or cause to be provided all requisite workmanship, materials, technical knowhow for the same and to pay the costs and expenses thereof in the manner mentioned hereinafter.
- 3.6. The Building Complex is and shall be constructed and completed by the Developer in the manner and as per the Building Plans and Specifications herein agreed solely at the Developer's cost.
- 3.7 Each Of the promises, obligations, commitments, of the either party herein shall be the consideration for the other party.
- 4. SECURITY DEPOSIT:**
- 4.1. The Developer has deposited with the Owner, an interest free security deposit in a sum of Rs.10,00,000/- (Rupees Ten Lakhs) only at or before the execution hereof and refundable by the Owner to the Developer within 15 days of the Developer intimating the Owner that the construction of the Building Complex has been completed and the architect has issued the Completion Certificate thereof;

5. POSSESSION:

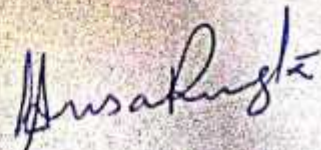



With effect from the date of execution hereof, the Developer has the license to enter upon the said premises to carry out all works required for the development and marketing of the Building Complex and allied and ancillary purposes and the Developer shall continue to have the same hereafter.

6. **OBLIGATIONS OF OWNER:** in connection with the said premises, the Owner is and shall continue to be bound to comply with and meet the following criterions and requirements:

- (a) The said premises and each part thereof is and shall be free of and from Encumbrances and in case any Encumbrance arises or is detected in respect of the said premises or any part thereof at any time or in case any defect or deficiency in the title of the said premises arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the said premises at any time, the same be rectified and cured by the Owner.
- (b) The said premises are and shall be properly mutated in the name of the Owner. It is recorded that the Owner has caused mutation in the records of the B.L. & LR.O. and/or the concerned Municipal Corporation and has been paying and discharging the municipal rates and taxes regularly.
- (c) In case the records of the B.L & LRO, Panchayat/Municipality or any other concerned authority at any time hereinafter require any correction or rectification or change, the Owner shall cause the same.
- (d) The Owner shall apply for and obtain any approval, permission, NO Objection Certificates and/or clearances that may be required for making the said premises fit for sanction of plans and its development envisaged herein and also those that may be required in respect of the ownership and title of the said premises.
- (e) The Owner shall pay and clear upto date khajana / Municipal tax, if any outstanding as on the date of execution hereof;

7. **TITLE DEEDS:**



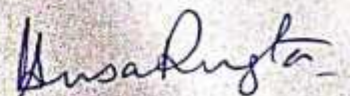
- 7.1. All original documents or title relating to the said premises exclusively has been delivered by the Owner to the Developer simultaneously with the execution hereof and will be kept by the developers safely.
- 7.2. Both parties shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, Tribunals, Judicial and Quasi-Judicial forums, service providers, buyers/transferees of their respective areas in the Building Complex and financial institutions providing finance to the Developer and buyers/transferees and other persons and authorities as may be required and the Owner agrees to co-operate with the Developer fully in this regard.

8. SURVEY, MUTATION, SANCTION AND MODIFICATION OF BUILDING PLANS:

- 8.1. The Owner has already applied for the Building Plans to the Kolkata Municipal Corporation and the same has already been approved and issued by the said Municipal Authority to the owner upon payment of necessary fees and charges by the owner. The originals of such Building Plans, shall however, remain in the custody Of Developer for the development purposes and the Owner shall be entitled to take copies thereof.
- 8.2. The Developer shall be entitled from time to time to cause modifications and/or alterations to the new building plans or revised building plans in such manner and to such extent as the Developer may, deem fit and proper but with the consent of the Architect. All fees, costs, charges and expenses in respect or such modifications and alterations shall be borne and paid by the Developer.
- 8.3. The Developer shall have the rights to carry out any further survey and soil testing and other works in of the said Premises if and to the extent required.

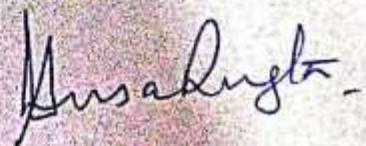
9. CONSTRUCTION OF THE BUILDING COMPLEX:

- 9.1. The Developer shall construct and build the Building Complex at the said premises in accordance with the building plans and to do all acts deeds and things as may be required for the said purposes in compliance with



the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time.

- 9.2. The Developer shall construct erect and complete the Building Complex in a good quality of workmanship, with good quality of materials and shall construct and finish the Building Complex in accordance with the Specifications mentioned in the FOURTH SCHEDULE hereto save as may be modified or altered by mutual consent or approval of the Architect.
- 9.3. The Developer shall be entitled to and shall apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and Statutory or other bodies required for the construction and use of the Building Complex, at its own cost.
- 9.4. The Developer is hereby authorized and empowered in its own name and also in the name of the Owner, insofar as may be necessary, to apply for and obtain all permission approval and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all further plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the said premises or any portion thereof and/or for obtaining any utilities and permissions.
- 9.5. The Developer shall continue be entitled to procure (either in its name or in the name Of the Owner as may be deemed fit and proper by them at its sole discretion and convenience) all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, Cement, sand, bricks, lift, Water pump, sanitary fittings etc.), construction equipment and/or any type of machinery required (viz crusher, mixer, tools etc.) for construction Of the Building Complex and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess of the requirement.
- 9.7. Architect and entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be



necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time Or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc.

- 9.8. The construction work shall be carried out in phases as per the discretion of the Developer.
- 9.9. The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the BuildingComplex and obtaining inputs, utilities and facilities therein.
- 9.10. The Developer shall deal with the Kolkata Municipal Corporation, Fire department, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, the Authorized Officer under the West Bengal (Regulation of Promotion of Construction and transfer by Promoters) Act, 1993, Pollution Control Authorities B.L. & L.R.O., and other authorities under the West Bengal Land Reforms Act, Insurance Companies and authorities, Police Authorities, CESC Limited and also all Other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi-Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development or marketing Of the Building Complex or anyway connected therewith.
- 9.11. The Developer shall not violate any Municipal or Other Statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owner will not be responsible for any laches and/or lapses on the part of the Developer.
- 9.12. All costs and expenses for sanction plans (including fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the said premises in terms hereof



shall be borne and paid by the Developer and the Owner shall not be required to pay or contribute any amount on such account.

9.13. Owner shall fully cooperate with and assist the Developer and shall sign, execute, register and deliver all necessary papers, plans, affidavits, indemnity, undertakings, declaration, powers etc. as may be required by the Developer therefor and shall also sign execute register and deliver the said papers and do all acts deeds and things as may be required by the Developer therefor and also for the purposes herein contained.

10. **MARKETING AND SALE;**

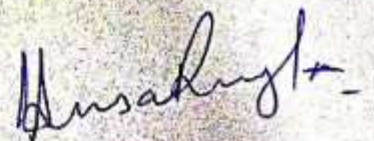
10.1. The Owner has with effect from the date of execution hereof appointed the Developer and granted to the Developer the exclusive rights and authority to market and sell the entire Building Complex on behalf of the Owner and the Developer shall continue to have the exclusive rights and authority to market and sell the entire Building Complex on behalf of itself and on behalf of the Owner on the terms and conditions hereinafter contained.

10.2 The Owner agrees, through the developer, to sell and transfer undivided shares in the land of the said premises and all and whatever its entire share right title and interest in the Building Complex to the Unit Purchasers and other transferees of the Building Complex in such parts or shares as the Developer may nominate or require.

10.3. The Developer is and shall continue to be entitled to advertise for Marketing or the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media and to sell, negotiate and settle the price and other terms of transfer with intending Unit Purchasers.

10.4. The Developer is entitled to appoint brokers, sub-brokers and other agents for sale and transfer of the Units and Parking Spaces in the Building's at remuneration and on such terms and conditions as it may deem fit

10.5. Developer shall accept bookings and allot any Unit, Parking Space or other saleable space/constructed area in Building Complex in favour

of any Unit Purchaser and if necessary to cancel revoke or withdraw any bookings / allotments done after the execution of this agreement.

- 10.6. With effect from the date of execution hereof, the Developer is entitled to receive the entire Realizations and/or revenue including earnest money, part consideration, Extras, Deposits other amounts on any account receivable from the Unit Purchasers and in respect of the Building Complex or any part or share thereof in its own name and the Developer shall continue to be entitled to receive the entire Realization and/or revenue including earnest money, part payments, consideration, Extras, Deposit and other amounts on any account receivable from the Unit Purchasers and other persons in respect of the Building Complex or any or share thereof in its name and to give receipts for the same which shall fully bind all the parties hereto.
- 10.7. The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas will be transferred by the Developer shall be such as determined by the Developer from time to time in consultation with the marketing agents appointed for the purpose.
- 10.8. With effect from the date of execution hereof, The Developer shall be entitled to enter into and execute all the agreements, receipts, confirmations, applications, sale deeds, final deeds of transfer and other documents relating to Marketing and Sale of the Units, Parking Spaces and other saleable/transferable areas in the said Premises on behalf of itself and the Owner and the Owner has already authorized and empowered the Developer and hereby authorized and empowered the Developer fully and in all manner with regard thereto and also agree to execute and /or register any further one or more powers of attorney from time to time in favour of the Developer as may be required or found necessary and shall not revoke the same during the subsistence of this agreement.
- 10.9. All documents of transfer or otherwise shall such as be drafted by one or more Advocate/s that may be appointed by the Developer from time to time at its sole discretion.
- 10.10. Marketing Costs: All Costs of brokerage, commission and like other amounts relating to marketing as also any interest, damage or compensation payable to any Unit Purchaser or other relating to the Building Complex shall be payable by the parties according to their



respective shares in the Realization from the Building Complex and consequently be deducted while calculating the amount of the Total Realization.

11. REALIZATION AND DISTRIBUTION (ON REVENUE SHARING):

- 11.1. In mutual consideration of the Owner agreeing to provide the said premises and allowing and granting to the Developer the exclusive right to develop the and sell all the saleable portions in the Building Complex at the said premises as contained herein and of the Developer agreeing to carry out the development and marketing and sell all the saleable portions in respect of the Building Complex and incurring the several costs in respect thereof as mentioned herein and doing the several acts deeds and things in pursuance hereof, the parties agree as follows:-
- (a) With effect from the date execution hereof the Owner shall hereafter be entitled to a specific 55% (fifty five percent) of the Realization and/or revenue from the Building Complex;
 - (b) With effect from the date execution hereof the Developer shall hereafter be entitled to the entirety of the balance Of the Total Realization and/or revenue.
- 11.2. The Developer shall pay to the Owner its 55% of the Total Realization and/or revenue obtained from sale of all the saleable portions in the Building Complex arising with effect from the date of execution hereof, on a quarterly basis according to English Calendar and the payments for any quarter shall be made in respect Of the Total Realizations during such quarter and within 15 days of the close of the concerned quarter.
- 11.3. All payments to be made by the Developer to the Owner towards the owner's share in the realizations shall be subject to any errors or omissions and the consequent accounting and settlement when detected. Further, in case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Realization becomes refundable or payable to any Unit Purchaser and/or any interest or compensation is payable to any Unit Purchaser or any other person in connection with the Building Complex or any part thereof, the share of the Owner shall be refunded by the owner in the manner that may be specified by the developer from time to time and in failure

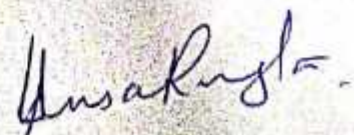


by the owner to refund, the same shall be adjustable out of the future payments to be made by Developer to the Owner and in case no such future payment is due, the same shall be paid by the Owner to the Developer on demand being made by the Developer within 3-7 days of such demand. Be it mentioned that the either of the party shall not be liable for the other party for any such default in refund.

- 11.4. The Developer shall maintain proper accounts pertaining to the transactions specified hereunder and in general to the Building Complex. The Owner shall have at all times full and free access and liberty to inspect such separate Books of Accounts of the Developer. For the purpose of accounting and settlement the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustment in their respective books of accounts in of their respective shares of the incomings and outgoings of from the Building Complex.
- 11.5. After fulfillment of this agreement or at such time as the parties mutually agree, the final accounts to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- 11.6. The accounts of the Building Complex as on any given date shall deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within 45 days of such given date.
- 11.7 With effect from the date of this Agreement, any Extras and Deposits taken or that may hereafter be taken from the Unit Purchasers shall be utilized separately by the Developer and the Owner shall have no concern therewith.

12. DATE OF COMPLETION:

- 12.1. Time for completion: to force majeure and subject to the Owner not being in compliance of their obligations hereunder, the Developer shall construct the Building Complex within 36 (thirty-six) months from the date Of execution of these presents with a grace period of 12 (twelve) months thereafter (hereinafter referred to as "the Grace Period").
- 12.2. Force majeure shall mean general riot, war, tempest, civil commotion, pandemic, strike or any other acts of God, shortage of materials,

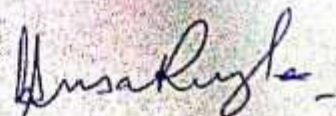
litigations, changes in law and any other reason beyond the control of the Developer.

13. DEFAULTS:

- 13.1. If at time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder-
- 13.2. This agreement and contract shall not be cancelled by either party and the parties will refer to any disputes or differences between them to the Arbitration Tribunal as more fully provided hereinafter and accept and abide by the award made therein.
- 13.3. In case the Building Complex is not completed within the agreed and extended periods, then within 30 days of the Owner notifying the Developer in writing thereabout, the construction and completion of the Building Complex shall thenceforth be taken over by the Owner and caused to be done through any contractor and the proceeds from the Marketing and sale shall be thenceforth received by the Owner and the Owner shall reimburse the costs of construction incurred by the Developer until taken over by the Owner after deducting a sum equivalent to 15% thereof as pre-determined liquidated damages.

14. COVENANTS :

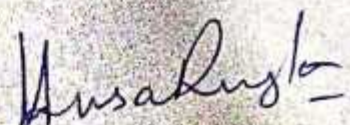
- 14.1. The Owner hereby declare and confirm that all acts deeds and things done so far with effect from the date of execution hereof and those that may hereafter be done by the Developer is and shall continue to fully binding on the Owner and the same shall always be deemed to have been done by the Developer for and on behalf of itself and the Owner. The receipts or acknowledgements issued by the Developer is and shall continue to bind the Owner to the extent of its share of the amounts therein.
- 14.2. The Owner agree and covenant with the Developer not to cause any interference or hindrance in the development and/or marketing of the Building Complex at the said property and not to do any act deed or thing whereby the rights of the Developer hereunder may be affected or



the Developer is prevented from making or proceeding with the construction of the Building Complex or Marketing the same or doing and carrying out the Other acts contemplated herein.

15. MISCELLANEOUS:

- 15.1. The parties shall upon completion of the Building Complex form an Association for the common purposes management and maintenance of the Building Complex and collection and disbursement of common expenses and till such time as the Association is formed the Developer or its nominee shall be in charge for the Common Purposes.
- 15.2 All calculations pertaining to super built-up area and Other areas is and shall continue to be done on uniform principles by the Developer in respect of the Units and other concerned areas of the Building Complex. The Developer shall decide the exact nature of the Common Areas and Installations in the Building Complex and shall be entitled to add or alter the same from time to time and to identify and transfer exclusive areas in the Building Complex to the interest buyers and transferees thereof.
- 15.3. For all or any of the purposes mentioned herein, the Owner shall fully cooperate with the Developer in all manner and sign execute submit and/or deliver all applications papers documents as may be required of by the Developer from time to time at the cost and expenses of the Developer.
- 15.4. It is further expressly clarified that notwithstanding any amalgamation, merger, demerger, etc. of any of the parties, this agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office the parties.
- 15.5. The Owner has with effect from the date of execution hereof agreed and permitted and hereby continues to agree and permit the Developer to obtain loans or finances in respect of construction of the Developers share/allocation in the Building Complex and also to get the Building Complex at the said premises approved from Banks and/or the Financial Institutions (viz. Life Insurance Corporation of India, Housing Development Finance Corporation Limited, SBI Home Finance Limited, National Housing Bank etc.) to enable the persons interested in acquiring and owning Units, Parking Spaces, and other constructed areas or saleable spaces



comprised in the Building Complex to take loans from any such Banks or financial Institutions.

16. POWERS OF ATTORNEY AND OTHER POWERS:

- 16.1. The Owner shall execute and/or register Power/s of Attorney in favour of the Developer or its authorized representative/s granting all necessary powers and authorities with regard to the purposes provided in this agreement or arising herefrom. If any additional powers or authorities be required by the Developer at any time for or relating to the purposes mentioned above, the Owner shall grant the same to the Developer and/or its authorized representatives.
- 16.2 While exercising the powers and authorities under Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act deed, matter or thing which would in any way infringe on the rights Of the Owner and/or go against the spirit of this agreement.
- 16.3 It is clarified that nothing contained in any Power or Powers of Attorney to be so granted in pursuance hereof shall in any way absolve the Owner from complying with its obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of its obligations.
- 16.4 The power or powers of attorney shall form a part of this agreement and shall subsist during the subsistence of this Agreement.
- 16.5 It is understood that to facilitate the construction and marketing of the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have mentioned herein. The Owner hereby undertake to do all such acts deeds matters and things as may reasonably be required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and



other documents as the case may be on the written request made by the Developer.

17. ACQUISITION OF NEIGHBOURING PROPERTIES AND RELATED TERMS;

17.1 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto that the Developer is and shall be free to negotiate with the owner of neighboring other properties on any side of the said premises and to acquire the same or enter into any contract or arrangement with such owner and.

(a) to develop the same jointly with the said premises under combined or separate building plans;

(b) to consume the FAR allowable in respect of the said neighbouring property (independently or consequent to amalgamation or joint development as the case may be) in any building or construction at the said premises and vice versa.

(c) amalgamate the same with the said premises, if required and vice versa;

(d) to share any common areas, passages and installations, any electricity, water, generator, drainage, sewerage and other utilities and facilities in the Building Complex in respect of any development or activity at the said neighbouring properties and versa;

(e) to use and utilize the permissions clearances certificates obtained for the Building Complex in respect of any development or activity at the said neighbouring properties and vice versa;

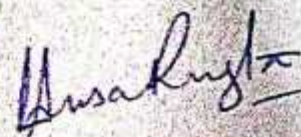
(f) to earmark any development as part of any phase.

17.2. The Owner hereby consent and agree for amalgamation and/or otherwise joint development in terms of clause 17.1 above and further agrees and accepts that all and entire FAR and Other allowable in respect of any construction or other utilization arising due to the Developer acquiring any neighbouring other properties (independently or consequent to amalgamation or joint development as the may be) and irrespective of the same being utilized in the said premises, shall




entirely and exclusively belong to the Developer alone and the Developer hereby agrees that the entitlement of the Owner as regards 55% of the total constructed area that could be sanctioned in respect of the said premises as per laws then in force shall not be affected due to any such inclusion of other properties in the development and the Owner's Allocation shall then comprise in such of the buildings in the combined properties, as may be mutually agreed between the parties within one month from the sanction of Building Plans in respect thereof.

- 17.3. The Owner agrees to Co-operate with the Developer fully and in all manner and to sign execute and/or register by and at the costs of the Developer, any deed of exchange or any other agreements or contracts to give effect to the provisions contained in clauses 17.1, 17.2 and their sub-clauses above and to do all acts deeds and things may be required by and at the cost of the Developer in this behalf.
18. **SUPERCESSION:** This Agreement shall supersede all previous agreements, oral or expressed, by and between the parties hereto and with effect from the date of execution hereof only this Agreement shall apply. It is clarified that :
- (a) The parties shall respectively entitled to the benefits of all acts done by them respectively under or pursuant to the execution of this Development Agreement and for all intents and purposes the rights benefits and authorities of the Developer under this Development Agreement.
 - (b) The execution of this agreement shall not invalidate any act, deed, investment of monies or other things made by the Developer prior hereto in respect of the said Premises.
 - (c) This Agreement shall henceforth constitute the entire agreement between the Parties.
19. **GENERAL:**
- 19.1. In case of any dispute difference or question arising between the parties under this agreement or with regard to the provisions of this agreement or interpretation Of the terms and conditions or provisions herein contained or anything done in pursuance hereof, the same shall be referred to the arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made such arbitration shall be final

and binding on the parties hereto. The Arbitrator/s shall be at liberty to proceed summarily and make interim awards.

- 19.2. The Building Complex shall continue to bear the name "**Midtown 63**" or such other name as be decided by the Developer from time to time. The Building/Block/s shall also bear such name as decided by the Developer from time to time.
- 19.3. Courts having territorial jurisdiction on the said premises alone shall have the jurisdiction to entertain try and determine all actions suits proceedings arising out of these presents between the parties hereto (including the arbitration proceedings).
- 19.4. Any notice required to be given by any of the parties hereto on the Other shall without prejudice to any other mode of service available be deemed to have been served on the other party if sent by prepaid registered post with acknowledgment due to above address of the party to whom it is addressed or such other address as be notified in writing from time to time.

PART -IV SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SAID PREMISES)

ALL THOSE pieces and parcels of land aggregately containing an area of 09 Cottah 05 chatak 30 Square feet more or less together with the one storied old and dilapidated several Tin/Asbestos sheds and structures all situated lying at and being comprised in Municipal premises no. 63/1B (formerly demarcated portion of premises no.63/1) Harish Chatterjee Street, Police Station Kalighat, Ward No. 073, Borough No. IX, P.S. Kalighat, P.O. Bhawanipore, Kolkata-700025 bearing KMC Assessee No. 110732601211 and butted and bounded as follows:

On the **North** : By Premises Nos.63/3A and 63/4 Harish Chatterjee Street and partly by Premises No.34A Gobida Ghoshal Lane;

On the **South** : by Premises No.34A Gobida Ghoshal Lane;




- On the **East** : By common Passage, huts wall, corporation drain and by Premises No. 63/1A Harish Chatterjee Street;
- On the **West** : Municipal Road Harish Chatterjee Street.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was called known numbered described or distinguished. Be it mentioned that the area of the old and dilapidated several Tin/Asbestos sheds and structures at the said Premises is about **4300 Square feet** more or less.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Said Tenants/Occupants)

Sl. No.	NAME OF THE TENANT/OCCUPANT	TENANCY AGREEMENT HOLDER	AREA (Sq. Ft.)
1	NIMITA DAS	Same as Tenant/Occupant	70
2	MINA DAS	Same as Tenant/Occupant	90
3	DEBORATA DAS	Same as Tenant/Occupant	110
4	SAMAR ROY	Same as Tenant/Occupant	98
5	PURNA CHAND GIRI	Same as Tenant/Occupant	101
6	JHARNA DAS	Same as Tenant/Occupant	150
7	MITHALI ROY CHOUDHARY	Gita Rani Das	138.5
8	DILIP BERA	Same as Tenant/Occupant	160
9	DILIP BHATTACHARJEE	Same as Tenant/Occupant	160
10	TAPAN DEY	Same as Tenant/Occupant	164
11	TAPAN DEY	Same as Tenant/Occupant	
12	GITA PAUL	Same as Tenant/Occupant	236.5

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13	PRIYABRATO BHATTACHARJEE	Shibani Bhattacharjee	476
14	PRIYABRATO BHATTACHARJEE	Same as Tenant/Occupant	
15	TARUN ROY & SHO VAN ROY	Same as Tenant/Occupant	707
16	AJIT KUMAR DAS	Same as Tenant/Occupant	120
17	TAPAS ROY	Same as Tenant/Occupant	175
18	TAPAS ROY	Same as Tenant/Occupant	
19	SANDHYA RANI DEY	Same as Tenant/Occupant	170
20	ANIL KUMAR DHAR	Manash Dhar	501
21	MANASH DHAR		
22	SUMITA DAS	Sumita Das	470
23	SHYMAL GHOSH	Phaninder Nath Chatterjee	195
24	SHYMAL GHOSH	Phaninder Nath Chatterjee	
25	TAPAS PARIAL	Same as Tenant/Occupant	200
26	ARUNGOPAL CHATTERJEE	Ramendra Nath Chatterjee	225
27	SANTI DAS	Nisikanta	175
		AGGREGATE OCCUPIED AREA	4892
28		Area for common passage, lift, lobby, stair case, etc. for tenants/occupants use	1194
		TOTAL AREA	6086

THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS AND INSTALLATIONS)

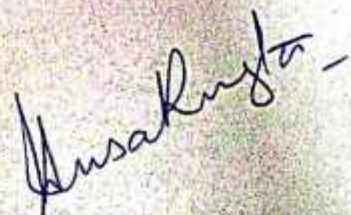



A. Common Areas & Installations at the Designated Block:

1. Staircases, landings and passage with glass panes and stair-cover on the ultimate roof;
2. Ultimate Roof of the Building with initial equipment's for lighting.
3. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the one lifts Of the Designated.
4. Electrical installations with main switch and meter and space required therefore in the Building
5. Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
6. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
7. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Designated Block.

B. Common Areas & Installations at the Building Complex:

1. Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed (and if installed then at extra costs as specified herein).
2. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
3. Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.
4. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building Complex.
5. Intercom & CCTV

THE FOURTH SCHEDULE ABOVE REFERRED TO:**(SPECIFICATIONS)**

- A. STRUCTURE: The building shall be constructed with Earthquake resistant RCC framed in accordance with the plan and drawing prepared by Architects and sanctioned by the Kolkata Municipal Corporation.
- B. FLOORING: In the rooms of Units shall be of vitrified tiles.
- C. UNIT:
1. Flooring Vitrified tiles.
 2. Walls Plaster of Paris finish.
 4. Kitchen Glazed Ceramic tiles upto to 2 feet above Dado, granite counter Kitchen top with stainless steel Sink with drain board.
 5. Bathrooms Flooring of anti-skid tiles with Glazed Ceramic Tiles to 6 feet height Of wall,
 6. Doors seasoned frames
 7. Windows Anodizen/powder coated glazed Aluminium windows
 8. Electrical Copper concealed insulated wiring, ISI mark, semi modular swatters
 9. Plumbing Concealed pipes White colour sanitary wares in toilet. CP fittings, pipelines for geyser
 10. Intercom One telephone jack in living room and master bedroom, intercom facility to each flat in living room
 11. Television TV point in living room and master bedroom
 12. Power limited power back up




Back up

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

EXECUTED AND DELIVERED by the withinmentioned OWNER by its Director Mr. Shashi Kant Khetan at Kolkata in the presence of: *Janendra Kumar Das Bisoiya*
S. P. B. Bisoiya
S. M. Bisoiya Kolkata - 13

For EXCELLO PROPERTIES PRIVATE LIMITED

Director

(Owner)

Tilak Saha
(Tilak Saha)

EXECUTED AND DELIVERED on behalf the withinmentioned DEVELOPER through its Director Mrs. Hansa Rungta at Kolkata in the presence of: *Janendra Kumar Das Bisoiya*

KLK REALTY (OPC) PVT. LTD.

Director

(HANSA RUNGTA)

(Developer)

Tilak Saha
(Tilak Saha)

(8 NO. MOTT LANE,
KOLKATA - 13)

Drafted by me:

(on the basis of documents and informations provided by the parties)

YASER ARFAT SALIM

Advocate

High Court, Calcutta

Regn. No. WB/1809/2003

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED from the withinnamed Developer the within-mentioned sum of Rs.10,00,000/- (Rupees Ten Lakhs) only being the refundable Security deposit payable under these presents as follows:

Sl. No.	By NEFT/ Cheque / Number	Date	Bank	Amount (in Rs.)
1.	RTGS Reference No. HDFCR 52022072283923036	22.07.2022	HDFC BANK, Lenin Sarani Branch	10,00,000.00
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			Total:	<u>Rs.10,00,000/-</u>

(Rupees Ten Lakhs) only

Witnesses:

Sale

(Tilak Saha)

Jan

Shankar Kumar...

For EXCELLO PROPERTIES PRIVATE LIMITED

[Signature]

Director

(Owner)

Finger prints of the executant



Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

Finger prints of the executant



Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
AAJCK3971E

KLK REALTY (OPC) PRIVATE LIMITED

की तारीख
Incorporation / Formation 21/03/2022



Signature valid

Digitally signed by
Income Tax Dept.
Date: 2022.03.21 11:05:08
GMT+05:30

Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax returns, matching of information and easy maintenance & retrieval of electronic information etc. relating to taxpayer.
स्थायी लेखा संख्या (पैन) एक कारदता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स वापस, सूचना के आदान-प्रदान इत्यादी जानकारी का आसान रखरखाव व पहचान आदि भी शामिल है।
PAN Card is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962).
अप्रैल, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर विभाग, 1962 के नियम 114B, का संदर्भ लें)
Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000.
एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card."
यह कार्ड में एनहांस क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Get

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AAJCK3971E



नाम / Name
KLK REALTY (OPC) PRIVATE LIMITED

की तारीख
Date of Incorporation / Formation
21/03/2022

इस कार्ड के बारे में पाने पर कृपया ध्यान दें:
आयकर विभाग द्वारा जारी किया गया है।
5 मी मल्लिक, 5वीं मंजिल,
प्लॉट नं. 341, सर्वे नं. 997X,
मॉडल कॉलोनी, नज़्द डीप बंगलाउ चौक,
पिन - 411 016.

If this card is lost/ tampered/ lost card is found
please inform / report to:
Income Tax PAN Services Unit, NSDL,
5th Floor, Market Street,
Plot No: 341, Survey No: 997X,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-7721 8080, Fax: 91-20-7721 8081
e-mail: timinfo@nsdl.co.in

Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (8) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, 1962. For more details, [click here](#)

KLK REALTY (OPC) PVT. LTD.

Anurag
Director

DATED THIS 28th DAY OF July 2022

BETWEEN

M/S. EXCELLO PROPERTIES PRIVATE LIMITED

... OWNER

AND

KLK REALTY (OPC) PRIVAT LIMITED


(A subsidiary of AzteK Group)

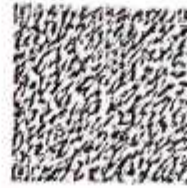
... DEVELOPER

JOINT VENTURE AGREEMENT



भारत सरकार
 Unique Identification Authority of India
 Government of India
 Enrollment No.: 1325/13507/35379

To
 Shashi Kant Khetan
 S/O. Late Krishna Lal Khetan
 Fort Residency, Flat - 1A, Block - 1A 36, S H Roy Road
 Near Sahapur Post Office New Alipora
 Sahapur
 Sahapur
 Circus Avenue Kolkata
 West Bengal 700036
 9831003474
 17/02/2017
 23482835

 MD234828352FH



आपका आधार क्रमांक / Your Aadhaar No. :

3421 1449 1496

मेरा आधार, मेरी पहचान



भारत सरकार
 Government of India



Shashi Kant Khetan
 DOB : 01/07/1959
 Male



3421 1449 1496

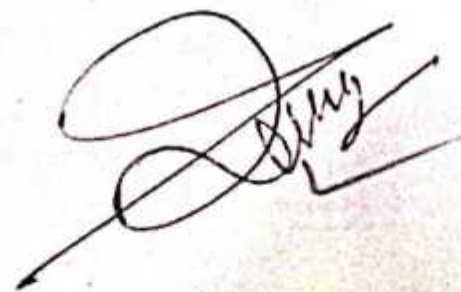
मेरा आधार, मेरी पहचान

आयकर विभाग
INCOME TAX DEPARTMENT
SHASHI KANT KHETAN
KRISHNA LAL KHETAN
01/07/1959
Permanent Account Number
AILPK6814B
Signature

भारत सरकार
GOVT. OF INDIA



28072015





भारत-सरकार
GOVERNMENT OF INDIA



Hansa Rungta

हंसा रूंगटा

जन्म तिथि/DOB:

20-11-1992

महिमा / FEMALE



7172 4689 3747

आधार - आम आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता

आत्मजा: अरविन्द कुमार रूंगटा, 20, ग्राम
बेलईसा, पोस्ट सदर, आजमगढ़, सगरी,
आजमगढ़,
उत्तर प्रदेश-276001

Address:

D/O: Arvind Kumar Rungta, 20, vill
belaisa, post sadar, Azamgarh, Sagri,
Azamgarh,
Uttar Pradesh-276001



1947
1800 300 1947



help@uidai.gov.in



www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001

Hansa Rungta

आयकर विभाग

INCOME TAX DEPARTMENT

HANSA RUNGTA

ARVIND KUMAR RUNGTA

20/11/1992

Permanent Account Number

BFNPR0960P

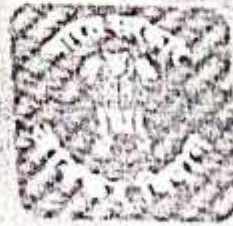
Hansarungta

Signature



भारत सरकार

GOVT. OF INDIA



19092015

Hansarungta



ভারত সরকার

Government of India



সহর্ষ খৈতান

Saharsh Khatan

পিতা : শশি কান্ত খৈতান

Father : Shashi Kant Khetan

জন্মতারিখ/DOB: 20/09/1990

পুরুষ / Male



2824 7958 3222

আধার - সাধারণ মানুষের অধিকার



ভারতীয় পরিচয় পরিচয় অধিকরণ

Unique Identification Authority of India

ঠিকানা: , এস. এন. রায় রোড
সাহাপুর, সাহাপুর, কোলকাতা
পশ্চিম বঙ্গ,

Address: 38, S. N. ROY
ROAD, Sahapur, Kolkata,
Sahapur, West Bengal,
700038

2824 7958 3222

1947
1800 300 1947

help@uidai.gov.in

www
www.uidai.gov.in

~~Saharsh Khatan~~

Saharsh Khatan



Major Information of the Deed

Year	I-1902-08823/2022	Date of Registration	30/07/2022
Date	1902-2002189294/2022	Office where deed is registered	A.R.A. - II KOLKATA, District: Kolkata
Name, Address Details	19/07/2022 12:55:06 PM Rakesh Dev Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8116558904, Status :Advocate		
Additional Transaction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Market Value	Rs. 2,21,31,877/-		
Registration Fee Paid	Rs. 10,105/- (Article:E, E, B)		
Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)			

Details :

South 24-Parganas, P.S:- Kalighat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Haris
 ee Street, , Premises No: 63/1B, , Ward No: 073 Pin Code : 700025

Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
(S :-)		Bastu	9 Katha 5 Chatak 30 Sq Ft		1,96,67,047/-	Property is on Road Encumbered by Tenant,
Grand Total :			15.4344Dec	0 /-	196,67,047 /-	

Structure Details :

Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
On Land L1	6086 Sq Ft.	0/-	24,64,830/-	Structure Type: Structure
Gr. Floor, Area of floor : 6086 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 67 Years, Roof Type: Pucca, Extent of Completion: Complete				
Total :	6086 sq ft	0 /-	24,64,830 /-	

Details :

Name, Address, Photo, Finger print and Signature

CELLO PROPERTIES PRIVATE LIMITED

B. B Ganguly Street, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700012, PAN No.:: AAxxxxxx3A, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Details :

Name, Address, Photo, Finger print and Signature

KLK REALTY OPC PRIVATE LIMITED

Mott Lane, City:- Kolkata, P.O:- Taltala, P.S:-New Market, District:-Kolkata, West Bengal, India, PIN:- 700013, PAN No.:: AAxxxxxx1E, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Name, Address, Photo, Finger print and Signature

Shashi Kant Khetan

son of Mr K L Khetan 46, B. B Ganguly Street, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:- Kolkata, West Bengal, India, PIN:- 700012, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No.:: aixxxxxx4b, Aadhaar No: 34xxxxxxxx1496 Status : Representative, Representative of : EXCELLO PROPERTIES PRIVATE LIMITED (as Director)

Mrs Hansa Rungta (Presentant)

daughter of Mr Arvind Rungta 8, Mott Lane, City:- Kolkata, P.O:- Taltala, P.S:-New Market, District:- Kolkata, West Bengal, India, PIN:- 700013, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No.:: bfxxxxxx0p, Aadhaar No: 71xxxxxxxx3747 Status : Representative, representative of : KLK REALTY OPC PRIVATE LIMITED (as Director)

Witness Details :

	Photo	Finger Print	Signature
HARSH KHAITAN SHASHI KANT KHETAN ROY ROAD, City:- Not Specified, AHAPUR, P.S:-Behala, District:- 4-Parganas, West Bengal, India, 700038			

Witness of Mr Shashi Kant Khetan, Mrs Hansa Rungta

Transfer of property for L1

From	To. with area (Name-Area)
EXCELLO PROPERTIES PRIVATE LIMITED	KLK REALTY OPC PRIVATE LIMITED-15.4344 Dec

Transfer of property for S1

From	To. with area (Name-Area)
EXCELLO PROPERTIES PRIVATE LIMITED	KLK REALTY OPC PRIVATE LIMITED-6086.00000000 Sq Ft

Endorsement For Deed Number : I - 190208823 / 2022

1-2022

ation (Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

ed for registration at 17:35 hrs on 28-07-2022, at the Private residence by Mrs Hansa Rungta ..

ate of Market Value (WB PUVI rules of 2001)

that the market value of this property which is the subject matter of the deed has been assessed at Rs 877/-

ion of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

on is admitted on 28-07-2022 by Mr Shashi Kant Khetan, Director, EXCELLO PROPERTIES PRIVATE

), 46, B. B Ganguly Street, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, PIN:- 700012

d by Mr SAHARSH KHAITAN, , Son of SHASHI KANT KHETAN, 38, S N ROY ROAD, P.O: SAHAPUR, Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by profession Others

on is admitted on 28-07-2022 by Mrs Hansa Rungta, Director, KLK REALTY OPC PRIVATE LIMITED, 8, Mott

City:- Kolkata, P.O:- Taltala, P.S:-New Market, District:-Kolkata, West Bengal, India, PIN:- 700013

d by Mr SAHARSH KHAITAN, , Son of SHASHI KANT KHETAN, 38, S N ROY ROAD, P.O: SAHAPUR, Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by profession Others

Signature

Satyajit Biswas

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

07-2022

ate of Admissibility (Rule 43, W.B. Registration Rules 1962)

able under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 Indian Stamp Act 1899.

ent of Fees

ed that required Registration Fees payable for this document is Rs 10,105/- (B = Rs 10,000/- , E = Rs 21/- , I = Rs

l(a) = Rs 25/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 10,021/-

ption of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

on 22/07/2022 7:30PM with Govt. Ref. No: 192022230080479998 on 22-07-2022, Amount Rs: 10,021/-, Bank:

Pay (SBlePay), Ref. No. 0310132150818 on 22-07-2022, Head of Account 0030-03-104-001-16

ent of Stamp Duty

ed that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-,

ine = Rs 40,021/-

ption of Stamp

mp: Type: Impressed, Serial no 112767, Amount: Rs.100/-, Date of Purchase: 19/07/2022, Vendor name: G C

ption of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

on 22/07/2022 7:30PM with Govt. Ref. No: 192022230080479998 on 22-07-2022, Amount Rs: 40,021/-, Bank:

Pay (SBlePay), Ref. No. 0310132150818 on 22-07-2022, Head of Account 0030-02-103-003-02

Signature

Satyajit Biswas

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2022, Page from 321977 to 322019
being No 190208823 for the year 2022.



Digitally signed by SATYAJIT BISWAS
Date: 2022.08.03 11:05:02 -07:00
Reason: Digital Signing of Deed.

(Satyajit Biswas) 2022/08/03 11:05:02 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)